



SunPower Limited Product and Power Warranty for SunVault™ Storage Products

The limited warranty described below and provided at sunpower.com/homesolarwarranty is effective for SunPower® SunVault™ Storage for residential installation with “SV-BASE13” or “SV-ENERGY13” or “SV-POWER13” or “SV-HUB” in the product model number and sold after June 1, 2020.

1. Limited Warranty

Subject at all times to the terms, conditions, limitations, and exclusions as set out in this Limited Warranty, SunPower Corporation (“SunPower”) warrants that its energy storage products specified above (each, a “Storage System”), which may include one or more of an inverter, battery, supporting electronics, enclosure, and Hub+™ (“Components”), shall for the Warranty Period (as defined below) under normal application, installation, use, and service conditions: (a) be free from defects in materials and workmanship, and; (b) retain at least 70% of the initial useable energy capacity.

Warranty Period

Product	“Warranty Period” defined:
SunVault Storage 13 (SV-BASE13 plus SV-HUB)	Means the period from the date of Storage System sale (the “Warranty Start Date”) until the earlier of (a) 10 years from the date that the Storage System is installed, (b) the date whereupon the Storage System has incurred 38.0 MWh energy throughput or (c) the Storage System has incurred 4,000 cycles.
SunVault Storage 26 (SV-BASE13 plus SV-HUB plus either SV-ENERGY13 or SV-POWER13)	Means the period from the date of Storage System sale (the “Warranty Start Date”) until the earlier of (a) 10 years from the date that the Storage System Date is installed, (b) the date whereupon the Storage System has incurred 76.0 MWh energy throughput or (c) the Storage System has incurred 4,000 cycles.

2. Claims Process and Coverage

If any Storage System fails to conform to this Limited Warranty during the applicable Warranty Period, and provided that any loss in power is determined by SunPower (in its sole discretion) not to have resulted from one of the excluded events set forth in Section 4 below, then for the applicable Warranty Period, SunPower will either (in its sole discretion) (a) repair, (b) replace any defective components or Storage System or (c) refund original purchase price paid for the Storage System prorated evenly from the date of sale as set forth herein.

In the event you have a claim covered by this Limited Warranty, immediately notify (a) an Authorized SunPower Installer or (b) SunPower Corporation at the contacts shown below. Upon receipt of a claim, SunPower may require additional information regarding the claim, which may include, without limitation, applicable warranty registration information, proof of purchase and/or delivery, installation, serial and model numbers, and evidence regarding the basis of claim. All SunPower warranty obligations hereunder are expressly contingent upon the timely and full provision of such additional information. The return of any Storage System will not be accepted unless prior written authorization has been given by SunPower.

In the event SunPower elects to repair or replace the affected Components for a Storage System that was originally installed in the United States by SunPower, any affiliate of SunPower, or any SunPower Authorized Installer, SunPower will pay for reasonable and customary transportation costs for (i) the return of the Components from the place where the affected Components were delivered by SunPower, (ii) the reshipment of any repaired or replaced Components to the place where the affected Components were delivered by SunPower and (iii) reasonable, necessary, and actual removal and reinstallation costs of the repaired or replaced Components; *provided*, however, SunPower has sole discretion to select the party performing such removal and reinstallation.

In the event SunPower elects to replace any Components or Storage System, such replacements may include electrically and mechanically compatible goods or equipment that are not identical and may include refurbished or remanufactured Components. For any refund, the Storage System purchase price shall be prorated from the date of sale until the date of claim.

3. General Conditions for Warranty Claims

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- a) All warranty claims must be filed within the Warranty Period. Any claim filed outside the Warranty Period, including any claim for a latent or undiscovered defect, is invalid.
- b) The Limited Warranty for any repaired or replaced Components shall not extend beyond the applicable Warranty Period.
- c) Title and risk of loss for any replaced Component or Storage System passes to SunPower upon SunPower's receipt of such Component or Storage System at the SunPower facility specified in the return authorization provided by SunPower.

4. Exclusions and Limitations

The Limited Warranty does not apply to any of the following:

- a) Storage Systems or Components subjected to: (i) misuse, abuse, neglect or accident; (ii) alteration or improper installation (improper installation includes, without limitation, installation that does not comply with all SunPower installation instructions and operations and maintenance instructions of any type (as may be amended and updated from time to time at SunPower's sole discretion), and all national, state, and local laws, codes, ordinances, and regulations); (iii) disassembly, opening, repair or modification by someone other than an approved service technician of SunPower; (iv) conditions exceeding the voltage, and any other operational specification; (v) power failure surges, lightning, flood, or fire; (vi) damage from persons, biological activity, or industrial chemical exposure; or (vii) other events outside SunPower's control.
- b) Cosmetic effects stemming from normal wear and tear of Storage System or other cosmetic variations which do not cause Capacity lower than what is guaranteed by the Limited Warranty. Normal wear and tear of Components can include, but is not limited to, fading of color, weathering of coatings, and areas of discoloration on the enclosures.
- c) Storage Systems or Components installed in locations, which in SunPower's absolute judgment may be subject to direct contact with bodies of water.
- d) Storage Systems or Components for which the labels containing product type or serial number have been altered, removed or made illegible.
- e) Storage Systems or Components which have been moved from their original installation location without the express prior written approval of SunPower.
- f) Storage Systems which have been disconnected for an extended period of time or used in off-grid applications or used where there is poor grid availability.
- g) Storage Systems which have been disconnected from the internet for more than 120 days. The SunPower mobile app will indicate when the system is disconnected.
- h) If ambient temperature where storage is located is outside of -10C to 45C.
- i) Storage Systems or Components used in place of the utility grid, it being understood that this Limited Warranty applies only to Storage Systems where solar energy is generated on-site and used for daily self-consumption, time-of-use rate savings or backup power.
- j) Storage Systems or Components installed on mobile or floating mounting systems.
- k) Storage Systems or Components used as the primary or backup source for medical equipment.
- l) Storage Systems or Components must not be painted or have any chemicals applied.

SunPower shall not be held responsible or liable to the customer or any third-party arising out of any non-performance or delay in performance of any terms and conditions of sale, including this Limited Warranty, due to acts of God, war, riots, strikes, fire, flood or any other cause or circumstance beyond the reasonable control of SunPower.

5. Assignment and Transfer of Warranty

This Limited Warranty is assignable, subject at all times to the terms and conditions set out in the Subsequent Assignee Warranty document (available upon written request as may be updated from time-to-time in SunPower's sole discretion) provided further the warranty holder or subsequent owner must provide written notice to SunPower at the e-mail address listed below within ninety (90) calendar days of the assignment or transfer of the Storage System.

6. Limitation of Warranty Scope

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE LIMITED WARRANTY SET FORTH HEREIN IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES. EXCEPT AS PROVIDED IN THIS LIMITED WARRANTY, ALL WARRANTIES OF



ANY KIND, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR PARTICULAR PURPOSE, USE, OR APPLICATION, COURSE OF DEALING, OR USAGE OF TRADE AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF SUNPOWER ARE EXPRESSLY EXCLUDED AND DISCLAIMED. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, SUNPOWER SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO THE PV MODULES, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN THE PV MODULE, OR FROM USE OR INSTALLATION. UNDER NO CIRCUMSTANCES SHALL SUNPOWER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, HOWSOEVER CAUSED. LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION, LOSS OF REVENUES ARE THEREFORE SPECIFICALLY BUT WITHOUT LIMITATION EXCLUDED. SUNPOWER'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID TO SUNPOWER BY THE CUSTOMER, FOR THE UNIT OF PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED, AS THE CASE MAY BE, WHICH GAVE RISE TO THE WARRANTY CLAIM. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OF DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

IF ANY PROVISION OF THIS LIMITED WARRANTY IS HELD UNENFORCEABLE OR ILLEGAL BY A COURT OR OTHER BODY OF COMPETENT JURISDICTION, SUCH PROVISIONS SHALL BE MODIFIED TO THE MINIMUM EXTENT REQUIRED SUCH THAT THE REST OF THIS LIMITED WARRANTY WILL CONTINUE IN FULL FORCE AND EFFECT.